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I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

Jeffrey C. Hood

QCR      1/27/2005  
Signature      Date

*each of said attorneys being employed by Sun Microsystems; and*

|                     |                 |
|---------------------|-----------------|
| Mark K. Brightwell  | Reg. No. 47,446 |
| Jason L. Burgess    | Reg. No. 50,380 |
| Kay A. Colapret     | Reg. No. 52,759 |
| Steve J. Curran     | Reg. No. 50,664 |
| Mark R. DeLuca      | Reg. No. 44,649 |
| Heather L. Flanagan | Reg. No. 54,101 |
| Russell E. Henrichs | Reg. No. 50,354 |
| Erik A. Heter       | Reg. No. 50,652 |
| Jeffrey C. Hood     | Reg. No. 35,198 |
| Rajiv Jauhari       | Reg. No. 55,850 |
| B. Noël Kivlin      | Reg. No. 33,929 |
| Robert C. Kowert    | Reg. No. 39,255 |
| Mario J. Lewin      | Reg. No. 54,268 |
| Lawrence J. Merkel  | Reg. No. 41,191 |
| Eric B. Meyertons   | Reg. No. 34,876 |
| Neal E. Persky      | Reg. No. 53,452 |
| Liza Dahm           | Reg. No. 51,352 |
| David W. Quimby     | Reg. No. 39,338 |
| Rory D. Rankin      | Reg. No. 47,884 |
| Gareth M. Sampson   | Reg. No. 52,191 |
| Chris D. Thompson   | Reg. No. 43,188 |
| Mark S. Williams    | Reg. No. 50,658 |

*each of said attorneys or agents being a member or an associate of the firm of Meyertons Hood Kivlin Kowert & Goetzel, P.C., as attorney or agent for so long as they remain with such company or firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Letters Patent.*

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to: Jeffrey C. Hood  
MEYERTONS HOOD KIVLIN KOWERT &  
GOETZEL, P.C.  
P.O. Box 398  
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(512) 853-8800

Assignee of Interest: SUN MICROSYSTEMS, INC.  
M/S SCA12-203  
4120 Network Circle  
Santa Clara, CA 95054

Dated: JAN. 10, 2005

By: J. Twarowski  
Name: Joseph Twarowski  
Reg. No.: 42,191  
Title: Senior Patent Counsel

A S S I G N M E N T

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, We, the undersigned, Viswanathan Swaminathan, Gerard Fernando, and Michael Speer, hereby sell, assign, and transfer to: SUN MICROSYSTEMS, INC., a corporation of Delaware, having a principal place of business at: 901 San Antonio Road, Palo Alto, California 94303 ("Assignee") its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☐ which has been executed by the undersigned concurrently herewith,

☒ which was filed June 26, 1998 and assigned Serial No. 09/105,963

and is entitled: METHOD AND APPARATUS FOR TIMELY DELIVERY OF A BYTE CODE AND SERIALIZED OBJECTS STREAM and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: \_\_\_\_\_, 1998

\_\_\_\_\_  
Name: VISWANATHAN SWAMINATHAN

Date: 7/21, 1998

  
Name: GERARD FERNANDO

Date: \_\_\_\_\_, 1998

\_\_\_\_\_  
Name: MICHAEL SPEER

A S S I G N M E N T

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Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

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Date: 07/21, 1998

S. Viswanathan  
Name: VISWANATHAN SWAMINATHAN

Date: \_\_\_\_\_, 1998

\_\_\_\_\_  
Name: GERARD FERNANDO

Date: \_\_\_\_\_, 1998

\_\_\_\_\_  
Name: MICHAEL SPEER

# ASSIGNMENT

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Date: \_\_\_\_\_, 1998

Name: VISWANATHAN SWAMINATHAN

Date: \_\_\_\_\_, 1998

Name: GERARD FERNANDO

Date: July 21<sup>st</sup>, 1998, 1998

Name: MICHAEL SPEER

7-21-98